13421 0004

F. ANN RODRIGUEZ, RECORDER

RECORDED BY: M_S

DEPUTY RECORDER 1966 ES1

TLATT

LAWYERS TITLE PICK UP HILL OF PIMA COUNTY

DOCKET: PAGE: 13421 842

NO. OF PAGES: SEQUENCE: 200

20082090263

WTDEED

14:31

16

PICKUP

AMOUNT PAID \$ 23.00

SPECIAL WARRANTY DEED
(Streets)

STATE OF ARIZONA
COUNTY OF PIMA
TOWN OF SAHUARITA
QUAIL CREEK COMMUNITY
FACILITIES DISTRICT
)

KNOW ALL MEN BY THESE PRESENTS THAT:

No Transfer Fee-Exempt ARS 11-1134

A3

LAWYERS TITLE OF ARIZONA INC., an Arizona corporation, as Trustee under Trust No. 7916-T and not personally ("Grantor"), for good and valuable consideration received by its trust beneficiary, Robson Ranch Quail Creek, LLC, a Delaware limited liability company, from Quail Creek Community Facilities District, a community facilities district formed by the Town of Sahuarita, Arizona (the "Municipality"), and duly organized and validly existing pursuant to the laws of the State of Arizona (the "District"), receipt of which is hereby acknowledged, and the promise of the District to hereafter pay the amounts described in the hereinafter described Development Agreement, does by these presents grant, bargain, sell and convey to the District, its successors and assigns, all right, title and interest in and to the following described property, being the subject of a District Development, Financing Participation and Intergovernmental Agreement (Quail Creek Community Facilities District), dated as of September 1, 2005, by and among Robson Ranch Quail Creek LLC, the Municipality and the District and more completely described in such Development Agreement:

See Exhibit "A" attached hereto and made a part hereof by this reference;

together with any and all benefits, including warranties and performance and payment bonds, under the Acquisition Project Construction Contract (as such term is defined in such Development Agreement) or relating thereto, if any, subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities and other matters that are of record or that would be disclosed by an inspection or ALTA survey of the above-described property.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of Grantor and no other.

Grantor binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the

above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such Development Agreement, and Grantor hereby agrees that the amounts specified above and paid or promised to be paid to Grantor hereunder satisfy in full the obligations of the District under such Development Agreement and hereby releases the District from any further responsibility to make payment to Grantor under such Development Agreement except as above provided.

Grantor, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

- 1. Grantor has the full legal right and authority to make the sale, transfer, and assignment herein provided.
- 2. Grantor is not a party to any written or oral contract which adversely affects this Conveyance.
- 3. Grantor is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.
- 4. Grantor is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.
- 5. The person executing this Conveyance on behalf of Grantor has full authority to do so, and no further official action need be taken by Grantor to validate this Conveyance.
- 6. The facilities conveyed hereunder are all located within property owned by Grantor or utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, Grantor has caused this Conveyance to be executed and delivered this ______ day of _______ 2008

GRANTOR:

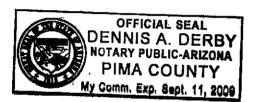
Pursuant to ARS 33-404, an Affidavit disclosing names and addresses of beneficiaries has been recorded in the office of County Recorded in Docket Book 1111, Page 250

LAWYERS TITLE OF ARIZONA INC., an Arizona corporation, as Trustee under Trust No. 7916-T

l'itle

STATE OF ARIZONA)
COUNTY OF PIMA) ss.)

This instrument was acknowledged before me on 200 200, of LAWYERS TITLE OF ARIZONA INC., an Arizona corporation, as Trustee under Trust No. 7916-T, on behalf of said corporation in its capacity as Trustee, and not personally.



[NOTARY SEAL]

Notary Public

Typed/Printed Name of Notary

My Commission Expires: 9-11-09



LEGAL DESCRIPTION CAMPBELL AVENUE AND QUAIL CREEK PARKWAY

All those portions of Sections 6 and 7, Township 18 South, Range 14 East and Sections 1 and 12, Township 18 South, Range 13 East, Glla and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of the Northeast Quarter of said Section 7; thence N 89°58'30" W, along the south line thereof, 725.70 feet;

THENCE leaving said south line N 00°01'30" E, 60.00 feet to the southwest corner of that 90.00 foot wide roadway easement recorded in Docket 12357 at Page 5429, Records of Pima County, Arizona and the POINT OF BEGINNING of Easement No. One;

THENCE N 89°58'30" W, 433.35 feet to a point of curvature;

THENCE westerly along a curve concave to the south having a radius of 1155.00 feet and a central angle of 24°41'34", an arc length of 497.77 feet to a point of tangency;

THENCE S 65°19'56" W, 223.96 feet to a point of curvature;

THENCE westerly along a curve concave to the north having a radius of 645.00 feet and a central angle of 55°11'48", an arc length of 621.37 feet to a point of tangency;

THENCE S 30°31'44" W along a radial line, 8.00 feet to the northeasterly boundary of San Ignacio de la Canoa Land Grant;

THENCE N 59°28'16" W along said northeasterly boundary, 502.27 feet to an angle point thereof:

THENCE continuing along said northeasterly boundary, N 59°30'41" W, 2436.93 feet,

THENCE leaving said northeasterly boundary, N 30°29'19" E, 49.89 feet:

THENCE N 49°45'35" W, 179,29 feet to a point of curvature;

THENCE northwesterly along a curve concave to the southwest having a radius of 955.00 feet and a central angle of 07*29'37", an arc length of 124.90 feet to the easterly boundary of said Section 12:

THENCE continuing northwesterly along said curve concave to the southwest having a radius of 955.00 feet and a central angle of 12°17'47", an arc length of 204.96 feet to a point of tangency;

THENCE N 69°32'59" W. 183.81 feet to a point of curvature.

THENCE northwesterly along a curve concave to the northeast having a radius of 1245.00 feet and a central angle of 10°02'31", an arc length of 218.20 feet to a point of tangency;

THENCE N 59°30'29" W, 629.23 feet to a point of curvature;



THENCE westerly along a curve concave to the south having a radius of 25.00 feet and a central angle of 88°50'35", an arc length of 38.77 feet to a point of tangency;

THENCE S 31°38'56" W, 3.80 feet to the northeasterly boundary of the San Ignacio De La Canoa Land Grant;

THENCE N 59°30'28" W along said northeasterly boundary, 90 02 feet;

THENCE leaving said northeasterly boundary N 31°38'56" E. 2.79 feet to a point of curvature;

THENCE northerly along a curve concave to the west having a radius of 25.00 feet and a central angle of 91°09'25", an arc length of 39.78 feet to a point of tangency;

THENCE N 59°30'29" W, 8.28 feet;

THENCE N 30°04'06" E, 90.00 feet to a point of curvature through which a radial line bears S 30°29'31" W;

THENCE easterly along a curve concave to the north having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;

THENCE N 30°29'31" E, 423.31 feet to the southerly boundary of said Section 1;

THENCE continuing N 30°29'31" E, 568.69 feet to a point of curvature;

THENCE northerly along a curve concave to the west having a radius of 1955.00 feet and a central angle of 25°53′53″, an arc length of 883.67 feet to a point of tangency;

THENCE N 04°35'38" E, 876.56 feet to a point of curvature;

THENCE northerly along a curve concave to the west having a radius of 1955.00 feet and a central angle of 15°19'57", an arc length of 523.17 feet to a point of tangency;

THENCE N 10°44'19" W, 232.03 feet;

THENCE northerly along a curve concave to the east having a radius of 845.00 feet and a central angle of 29°04'22", an arc length of 428.77 feet to a point of tangency;

THENCE N 18°20'04" E, 76.47 feet;

THENCE northerly along a curve concave to the west having a radius of 25.00 feet and a central angle of 89°12'49", an arc length of 38.93 feet to a point of cusp on the southerly boundary of that easement described in Docket 8208 at Page 1821;

THENCE from a radial line bearing \$ 19°07'15" W, easterly along a curve of said boundary concave to the north having a radius of 5075.00 feet and a central angle of 01°34'22", an arc length of 139.32 feet to a point of cusp;



THENCE leaving said boundary from a radial line bearing N 17°32'52" E, southwesterly along a curve concave to the southeast having a radius of 25.00 feet and a central angle of 89°12'49", an arc length of 38.93 feet to a point of tangency;

THENCE S 18°20'04" W, 76.47 feet to a point of curvature;

THENCE southerly along a curve concave to the east having a radius of 755.00 feet and a central angle of 29°04'22", an arc length of 383.10 feet to a point of tangency;

THENCE S 10°44'19" E, 232.03 feet to a point of curvature;

THENCE southerly along a curve concave to the west having a radius of 2045.00 feet and a central angle of 15°19'57", an arc length of 547.25 feet to a point of tangency;

THENCE S 04°35'38" W, 876.56 feet to a point of curvature;

THENCE southerly along a curve concave to the west having a radius of 2045,00 feet and a central angle of 25°53′53″, an arc length of 924.35 feet to a point of tangency;

THENCE S 30°29'31" W, 515.42 feet to the northerly boundary of said Section 12;

THENCE continuing \$ 30°29'31" W, 476.58 feet to a point of curvature;

THENCE southerly along a curve concave to the east having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;

THENCE S 59°30'29" E, 638.20 feet to a point of curvature;

THENCE southeasterly along a curve concave to the northeast having a radius of 1155.00 feet and a central angle of 10°02'31", an arc length of 202.43 feet to a point of tangency;

THENCE S 69°32'59" E. 183.81 feet to a point of curvature;

THENCE southeasterly along a curve concave to the southwest having a radius of 1045,00 feet and a central angle of 09°10'03", an arc length of 167.20 feet to the westerly boundary of said Section 7;

THENCE continuing southeasterly along said curve concave to the southwest having a radius of 1045.00 feet and a central angle of 10°37'21", an arc length of 193.74 feet to a point of tangency;

THENCE S 49°45'35" E, 252.14 feet to a point of curvature;

THENCE southeasterly along a curve concave to the northeast having a radius of 1955.00 feet and a central angle of 09°45'05", an arc length of 332.73 feet to a point of tangency;

THENCE S 59°30'41" E, 2018.62 feet;

THENCE S 59°28'16" E, 502.48 feet to a point of curvature;



THENCE easterly along a curve concave to the north having a radius of 555.00 feet and a central angle of 55°11'48", an arc length of 534.67 feet to a point of tangency;

THENCE N 65°19'56" E, 223.96 feet to a point of curvature;

THENCE easterly along a curve concave to the south having a radius of 1245.00 feet and a central angle of 24°41'34", an arc tength of 536.56 feet to a point of tangency;

THENCE S 89°58'30" E, 433.35 feet to a point of curvature;

THENCE easterly along a curve concave to the north having a radius of 755.00 feet and a central angle of 34°39'29", an arc length of 456.70 feet to a point of tangency;

THENCE S 34°37'59" E along a radial line, 90,00 feet;

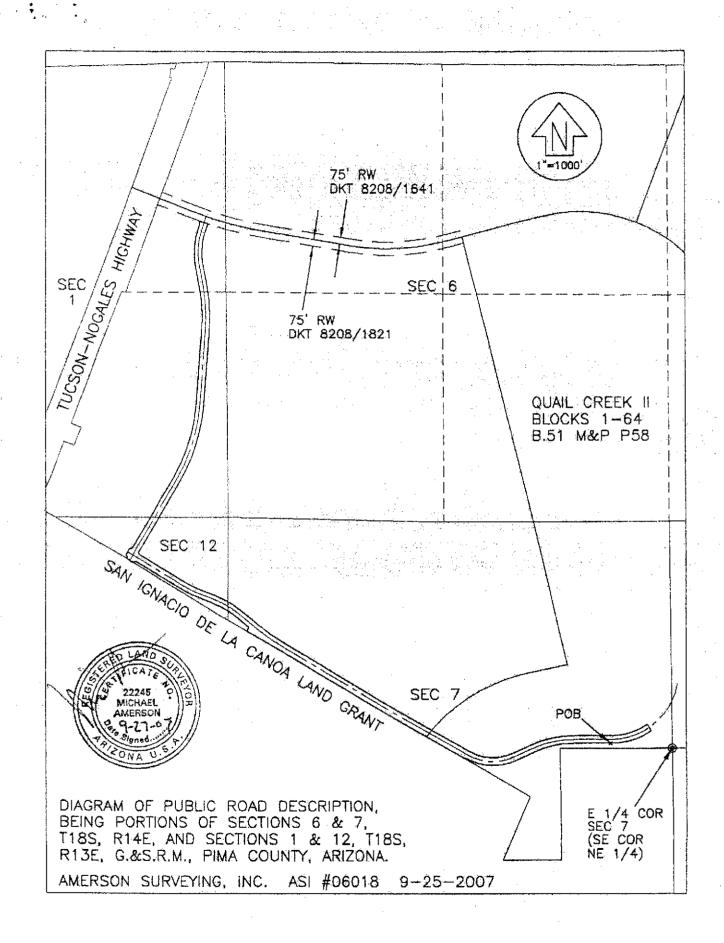
THENCE westerly along a curve concave to the north having a radius of 845.00 feet and a central angle of 34°39'29", an arc length of 511.14 feet to the POINT OF BEGINNING.

CONTAINING 23.36 acres of land, more or less.

Prepared by:

AMERSON SURVEYING, INC.

MICHAEL K. AMERSON, R.L.S.



13421 00850

SPECIAL WARRANTY DEED

(Streets)

STATE OF ARIZONA
COUNTY OF PIMA
TOWN OF SAHUARITA
QUAIL CREEK COMMUNITY
FACILITIES DISTRICT
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KNOW ALL MEN BY THESE PRESENTS THAT:

Mo Transfer Fee-Elizempt ARS 11-1134

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together with any and all benefits, including warranties and performance and payment bonds, under the Acquisition Project Construction Contract (as such term is defined in such Development Agreement) or relating thereto, if any, subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities and other matters that are of record or that would be disclosed by an inspection or ALTA survey of the above-described property.

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13421 00051

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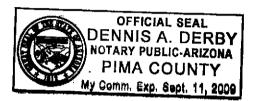
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COUNTY OF PIMA) ss)

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Notary Public

Typed/Printed Name of Notary

My Commission Expires: 9-11-09



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CONTAINING 23.36 acres of land, more or less.

Prepared by:

AMERSON SURVEYING, INC.

MICHAEL K AMERSON R L S

13421 00856

